

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF YORBA LINDA**  
**and**  
**THE YORBA LINDA CHAPTER OF THE**  
**ORANGE COUNTY EMPLOYEES ASSOCIATION**

**OCTOBER 1, 2014 TO SEPTEMBER 30, 2016**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF YORBA LINDA  
(hereinafter called "City")**

**and**

**THE YORBA LINDA CHAPTER  
OF THE ORANGE COUNTY EMPLOYEES ASSOCIATION  
(hereinafter called the "Association")**

PREAMBLE

WHEREAS, pursuant to California law, the CITY acting by and through its designated representatives duly appointed by the governing body of said CITY, and the representatives of the ASSOCIATION, a duly recognized employee association, have met and conferred in good faith and have fully communicated and exchanged information concerning wages, hours and other terms and conditions of employment for the period of October 1, 2014 through September 30, 2016;

WHEREAS, except as otherwise expressly provided herein, all terms and conditions of this agreement shall apply to all employees represented by the Association; and

WHEREAS, the representatives of the CITY and the ASSOCIATION desire to reduce their agreement to writing.

NOW, THEREFORE, this Memorandum of Understanding is made to become effective October 1, 2014 and it is agreed as follows:

**ARTICLE I**

**REPRESENTATION UNIT**

It is recognized that the Yorba Linda Chapter of the Orange County Employees Association is the employee organization which has the right to meet and confer in good faith with the City on

behalf of the employees of the City of Yorba Linda whose classifications are listed in Exhibit "A" of this agreement.

The City shall provide bulletin boards or space on existing bulletin boards at all City facilities. Such bulletin boards are to be available for the purpose of posting notices pertaining to Association business only.

## ARTICLE II

### BASIC COMPENSATION

There is hereby established a basic plan of classification, compensation and terms of employment for all miscellaneous employees of the City of Yorba Linda who are now or will in the future be employed in any of the classifications of employment listed in Exhibit "A".

The plan is created and established in order to recognize efficient service and will aid in establishing the principle of equal pay for equal work for municipal employment. The basic compensation plan shall consist of the monthly compensation ranges listed in Article III. Each range includes five (5) steps or rates of pay and shall be interpreted and applied as follows:

- A. The first step is the minimum rate and is normally the hiring rate of the class. The City Manager is authorized to make an appointment to a position at any other level of the salary range when he deems it necessary.
  
- B. Every employee in a regular, permanent, competitive service position shall have a salary anniversary date established at the completion of six (6) months of satisfactory service and shall receive a merit increase at this time upon recommendation of the Department Head and approval of the City Manager. In the event a miscellaneous employee is hired at the third step (C Range) or higher, the salary anniversary date will be established at the completion of one (1) year of satisfactory service and may receive a merit increase at this time upon recommendation of the Department Head and approval of the City Manager.

- C. Salary on Promotion. When an employee is promoted from employment in one classification to employment in a classification allocated to a higher range, he/she shall be advanced to the lowest step in such higher range which will provide not less than one step increase in compensation. A new salary anniversary date shall be established which shall be six (6) months from the effective date of the promotion.
- D. Reassignment of Compensation Ranges. Any employee who is employed in a classification which is reassigned to a different salary range from that previously assigned shall be retained at the same salary step in the new range as previously held and shall retain credit for the length of service in such step; provided, however, the City Manager may at the time of reassignment, place the employee in such step and make such change in anniversary dates as may be deemed appropriate.
- E. Compensation on Transfer. The salary rate and salary anniversary date of an employee who is transferred within the classification shall not change.
- F. Change in Class Salary Range. If a classification is allocated to a different salary range, an employee in a position in that classification shall be compensated at the same numbered step in the new range as he/she was receiving in the previous range and his/her salary anniversary date shall not change.
- G. Compensation for Provisional Appointments. Subject to the following limitations, an employee who is required on the basis of a provisional appointment, to serve in a class with a higher salary range than that of the classification in which he/she is normally assigned, shall receive the entrance salary rate of the higher salary or one rate higher than the rate he/she normally received, whichever is greater.
1. The written approval of the City Manager shall be required.
  2. The employee shall perform all the duties and assume all the responsibilities of a higher class.

3. Compensation for acting appointments shall be limited to the temporary filling of a vacant regular position due to termination, promotion, or extended sick leave of the incumbent or the temporary filling of newly budgeted positions.
- H. Salary on Demotion. An employee who is demoted shall have his/her salary rate reduced to the nearest lower salary rate of the classification of the position to which he/she is demoted. He/she shall not be required to serve a probation period in the lower position. The effective date of the demotion shall become his/her new salary anniversary date, and he/she shall earn eligibility for annual merit increases thereafter.
- I. Length of Service Required when Advancement Denied. When an employee has not been approved for advancement to the next higher step, he/she may be reconsidered for such advancement at any subsequent time.
- J. Special Merit Advancement. In such cases wherein an employee demonstrates exceptional ability and proficiency in the performance of his/her duties, his/her Department Head may recommend to the City Manager a special merit increase without regard to the minimum length of service. Advancements under this Section shall not change the employee's salary anniversary date.
- K. Pay Periods. All employees shall be paid on a biweekly basis. The basic biweekly salary shall be computed by multiplying the monthly salary by twelve (12) months and dividing the resultant product by twenty-six (26) pay periods. The basic hourly rate for all employees with a scheduled forty (40) hour work week shall be computed by dividing the biweekly salary by eighty (80) hours.

ARTICLE III  
COMPENSATION

Effective October 1, 2014, each classification in the bargaining units shall be adjusted by a 3% cost-of-living adjustment (COLA).

Effective October 1, 2015, each classification in the bargaining units shall be adjusted by a 1.5% COLA.

ARTICLE IV  
RETIREMENT

Employment with CITY is subject to the California Public Employees' Pension Reform Act of 2013 (hereinafter "PEPRA") and the California Public Employees Retirement System (hereinafter "CalPERS").

Pursuant to PEPRA, individuals who are employed by any public employer before January 1, 2013, and who become employed by CITY for the first time on or after January 1, 2013, shall be subject to the retirement plan that was available to comparable CITY safety or non-safety employees as of December 31, 2012, if the individual was subject to reciprocity with CalPERS.

Pursuant to PEPRA, individuals who were previously employed by CITY, and who become reemployed by CITY after January 1, 2013, shall be subject to the retirement plan that was in effect at the time they separated from the employment of CITY, regardless of the length in the break of service.

PEPRA requires a different benefit plan for CITY employees who are hired on or after January 1, 2013, and who are new employees and new members on or after January 1, 2013.

PEPRA defines a "new employee" to mean either of the following: an employee, including one who is elected or appointed, of a public employer who is employed for the first time by any public employer on or after January 1, 2013, and who was not employed by any other public employer prior to that date. A "new employee" also means an employee, including one who is elected or appointed, of a public employer who is employed for the first time by any public employer on or after January 1, 2013, and who was employed by another public employer prior to that date, but who was not subject to reciprocity.

PEPRA defines a "new member" to mean an individual who becomes a member of any public retirement system for the first time on or after January 1, 2013, and who is not a member of any other public retirement system prior to that date; an individual who becomes a member of

a public retirement system for the first time on or after January 1, 2013, and who was a member of another public retirement system prior to that date that was not subject to reciprocity; or an individual who was an active member in a retirement system and who had a break in service of more than six months before returning to active membership in that same retirement system with a new employer.

Effective January 1, 2013, public employers that offer a defined benefit plan shall only offer the defined benefit formulas to new members established pursuant to PEPRA.

Effective January 1, 2013, each retirement system that offers a defined benefit plan for non-safety members who are new members, is required to use the formula set forth in PEPRA. To receive full benefits, the non-safety employee must be 62, at which time he/she receives 2% of the member's final compensation.

In CITY, the new miscellaneous formula for new members first hired on or after January 1, 2013, is 2% at 62.

Equal sharing of normal costs between public employers and public employees shall be the standard for new members. The standard shall be that employees pay at least 50% of normal costs. Employers cannot pay any of the required employee contribution for new employees who are also new members.

The "normal cost" is defined as the annual actuarially determined normal cost for the defined benefit plan of an employer expressed as a percentage of payroll.

New members shall have an initial contribution rate of at least 50% of the normal cost rate for that defined benefit plan, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees (miscellaneous members), whichever is higher. The contribution shall not be paid by the employer on the employee's behalf.

Once the new member's contribution rate is established, the employee's contribution rate can automatically be adjusted upwards or downwards, but only if the normal cost rate increases or decreases by more than 1% of payroll above or below the normal cost rate in effect at the time

the employee contribution rate is first established, or the normal cost rate in effect at the time of the last adjustment of the employee contribution rate.

The employee contributions for new members may be more than one-half of the normal cost rate if the increase has been agreed to through the collective bargaining process subject to several restrictions.

Final compensation for new members shall now mean the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months (or three school years if applicable), immediately preceding his or her retirement. The member also has the option of designating an alternative 36 consecutive month period during the member's applicable service.

#### Classic Members

This retirement plan only applies to classic members within the meaning of PEPRA. Classic members are those individuals employed by CITY prior to January 1, 2013. Classic members are also those individuals who are hired by CITY after January 1, 2013, and who were employed by another public agency prior to January 1, 2013, and who had membership with a previous reciprocal retirement system.

The City of Yorba Linda shall contribute the total amount of the employees' share of the retirement program (PERS) in the name of the employee. The City shall provide a retirement benefit package for the employees which is based on single highest year compensation and includes unused sick leave credit, post-retirement survivor allowance and 1959 Survivors Benefits.

Effective July 2013, classic members shall contribute 2.5% to PERS towards the employer share, and CITY shall contribute the balance of the employee's and employer's share of the contribution to PERS pursuant to Government Section Code 20516(a).

Effective July 2014, classic members shall contribute an additional 2.5% to PERS for a total of 5.0% PERS towards the employer's share, and CITY shall contribute the balance of the

employee's and employer's share of the contribution to PERS pursuant to Government Section Code 20516(a).

Starting in July 2015, classic members shall contribute an additional 1% to PERS towards the employer share for a total of 6.0% PERS contribution towards the employer's share, and CITY shall contribute the balance of the employee's and employer's share of the contribution to PERS pursuant to Government Section Code 20516(a).

Starting in July 2016, classic members shall contribute an additional 1% to PERS for a total of 7.0% PERS contribution towards the employer's share, and CITY shall contribute the balance of the employee's and employer's share of the contribution to PERS pursuant to Government Section Code 20516(a).

As of August 7, 2007, the City pays and reports the value of Employer Paid Member Contribution (EPMC) to CalPERS as additional compensation for each employee. This benefit shall consist of paying 7% of the normal contributions for employees, and reporting this 7% as compensation earnable.

### New Members

This retirement plan only applies to new members hired by CITY on or after January 1, 2013.

The member contribution rate has been determined by CalPERS to be 6.75% of reportable compensation. The member contribution rate may change over time if the total normal cost rate for new miscellaneous members fluctuates by more than 1% of payroll over the estimated initial normal cost of 13.3% of payroll. The total normal cost rate will be impacted over time by the actual demographics of CITY's miscellaneous plan and the actuarial assumptions used in the funding of the retirement benefits. The member rate will be reviewed once a year by CalPERS when the actuarial valuation of CITY's miscellaneous plan is performed.

CITY shall promptly notify Association and the affected member of any change in the member contribution rate imposed by CalPERS during the term of this MOU. Any such change in the member contribution rate is mandatory, and it shall be implemented by City in accordance with the CalPERS notification. Any change in the member contribution rate during the term of this

Employees hired on or after July 1, 2001 shall not be eligible for health insurance described above. Effective January 1, 2015, the City shall contribute \$1,130 per month toward a "cafeteria plan". Effective January 1, 2016, the City shall contribute \$1,165 per month toward a "cafeteria plan". The cafeteria plan is utilized first to pay health insurance premiums; any residual amount may be received as cash or applied toward the employee's deferred compensation.

Employees hired prior to July 1, 2001, may exercise a one-time election to join the cafeteria plan set forth above. The election, once made, is irrevocable.

Retired, competitive service employees and employees' dependents Retirees and their dependents are eligible to participate in the PERS Health Plan. The maximum monthly benefit for retirees shall be (up to) \$1,167.00 for retirees and their dependents that are eligible to participate in the PERS Health Plan. The City will pay a percentage of the PERS Health Plan Premium on behalf of the retiree and their dependents (the percentage covered by the City shall increase each year in accordance with PERS Health Plan rate formula.)

Part-time permanent employees and employees' dependents

Effective January 1, 2015, the City will pay \$269.46 per month for the PERS Health Plan premium on behalf of those employees and their dependents who opt to participate in the PERS Health Plan. City health contribution increases for Permanent Part-time (30 hour) employees will be adjusted in accordance with the Affordable Care Act of 2014 formula. The employee will be required to pay for the balance of the premium.

ARTICLE VI

DENTAL AND VISION INSURANCE/EMPLOYEE ASSISTANCE PROGRAM

The CITY shall provide a self-insured indemnity plan for dental and vision insurance and employee assistance program benefits for the following classes of employees and their dependents. The CITY shall pay toward the annual cost of the dental, vision and employee assistance program in accordance with the following schedule:

Regular, competitive service employees. 100% of the insurance premium.

Retired competitive service employees and employees' dependents. Eligible to participate in the City's self-insured dental and vision plans. The City will pay a percentage of the dental and vision insurance premium on behalf of the retiree and their dependents (the percentage covered by the City may increase each year in accordance with the PERS Health Plan rate formula).

Part-time, permanent employees and employees' dependents. Premiums are paid in full by the employees.

Limited service employees - temporary/seasonal. No coverage.

## ARTICLE VII

### SECTION 125 PLAN

The CITY shall provide a Section 125 Plan for employees to seek reimbursement for expenses relating to medical and dependent care.

## ARTICLE VIII

### DISABILITY INSURANCE

A. The CITY shall obtain a short-term and long-term disability insurance plan for all regular, permanent, competitive service miscellaneous employees. The CITY pays one-hundred (100) percent of the premium for both plans.

B.1. Short-term disability.

- a. Fourteen (14) day elimination period. (First day coverage if hospitalized due to an accident.) Employees shall be required to use medical (sick) leave during the elimination period. Use of vacation accrual at the end of medical (sick) leave shall be at the option of the employees.

- b. At the end of the fourteen (14) day elimination period the employee shall receive fifty (50) percent of his/her salary for the remainder of the short-term disability period, to a maximum of one-thousand (1,000) dollars per week.

B.2. Long-Term disability.

- a. One-hundred eighty (180) day elimination period.
- b. At the end of the one-hundred eighty (180) day elimination period, the employee shall receive seventy (70) percent of salary, to a maximum of six-thousand (6,000) dollars per month.
- c. The CITY waives pre-authorization requirements for long-term disability.

ARTICLE IX

9/80 WORK SCHEDULE

The City shall implement a 9/80 work schedule which consists of two consecutive work periods containing the equivalent of nine work days instead of ten in a two week period. Employees will work eight days for nine hours per day and one day for eight hours, for a total of eighty hours in two consecutive work periods. Exceptions to the 9/80 work schedule shall be those employees determined by the City Manager to be necessary in order to maintain specific City operations and service levels.

ARTICLE X

VACATION LEAVE

All regular, permanent, competitive service miscellaneous employees shall be granted annual vacation leave and shall accrue annual vacation leave on the following basis:

1 - 3 years service 10 days/year or 6.667 hours/month  
4 - 9 years service 15 days/year or 10.000 hours/month  
10+ years service 20 days/year or 13.334 hours/month

MOU imposed by CalPERS shall not be subject to the meet and confer process, and the parties specifically agree that changes in the member contribution rate for new members are outside the scope of representation.

Final compensation for new members shall now mean the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months, immediately preceding his or her retirement. The member also has the option of designating an alternative 36 consecutive month period during the member's applicable service.

These benefits are not available to limited service employees as defined in Section 4 of this Resolution.

## ARTICLE V MEDICAL/HEALTH AND LIFE INSURANCE

Life Insurance on Employee. The CITY shall provide life insurance on the life of each regular, permanent, competitive service miscellaneous employee and pay the full annual premium therefore. The face amount of said policies shall be equal to the employee's annual salary and increasing it to the nearest one-thousand dollars (\$1,000). Additional life insurance coverage may be purchased if the employee pays for the additional premium. Upon separation from employment, continuation life insurance coverage may be purchased if the employee pays for the additional premium.

Medical/Health Insurance. The CITY shall provide the PERS Health Plan for medical insurance. The CITY shall pay toward the annual cost of the health plan in accordance with the following schedule:

### Regular, competitive service employees

Effective January 1, 2015, the maximum monthly benefit for employees hired prior to July 1, 2001 shall be \$1,352 per month. Effective January 1, 2016 the maximum monthly benefit for employees hired prior to July 1, 2001 shall be \$1,387 per month.

Part-time regular, permanent competitive service miscellaneous employees shall accrue vacation time on a pro-rata basis.

Employees may accumulate an amount up to double their annual accrual. Any excess "carryover" must be approved by the City Manager. Once the maximum accrual is reached, there is no more accrual of vacation until one goes below the maximum and has "cap room" to accrue.

Typically, any unused vacation time above one-half of the employee's annual vacation accrual may be subject to buyback. The buyback will be based on the number of unused vacation hours multiplied by the employee's hourly rate. In order to be eligible for the yearly buyback, an employee must utilize a minimum of forty(40) hours of vacation in the preceding year.

#### ARTICLE XI MEDICAL LEAVE

All regular, permanent, competitive service miscellaneous employees shall accrue annual medical (sick) leave at a rate of one day (eight hours) per calendar month. Part-time, regular, permanent, competitive service miscellaneous employees shall accrue medical leave on a pro-rata basis. Said employees shall be paid upon termination any accumulated, unused medical leave at the rate of 25% after ten (10) years of service; 50% after fifteen (15) years of service; and 75% after twenty (20) years of service. Unused medical leave shall be paid at a rate of 100% only if the employee contributes the entire amount of the funds into a Retirement Health Savings Plan implemented by the City.

Employees are eligible to accumulate a maximum of 2,500 hours of medical leave. Employees hired on or after July 1, 2001 shall not be eligible for the payoffs upon separation as set forth above.

#### ARTICLE XII PERSONAL NECESSITY LEAVE

All regular, permanent, competitive service employees participating in a 9/80 Plan shall not be granted personal necessity leave. All regular, permanent, competitive service employees not

participating in a 9/80 Plan shall be granted personal necessity leave not to exceed five (5) days per fiscal year. Personal necessity leave shall be used for emergency or unforeseen necessities only. Personal necessity leave shall be deducted from accumulated medical leave.

ARTICLE XIII  
INDUSTRIAL SICK LEAVE

Whenever any permanent employee is absent on account of injuries arising out of and in the course of his or her employment, such employee shall receive full compensation during the first three (3) days of such absence. Thereafter compensation shall be paid in accordance with and under the provisions of the Workers' Compensation Insurance and Safety Act of the State of California. The CITY shall, in addition thereto, compensate for any such employee who is still absent from duty after the third day, an amount equal to the difference between the amount said employee receives from the Workers' Compensation Insurance Fund and the amount of his or her regular compensation. The employee is justly entitled to receive the maximum allowance as provided herein. This additional compensation shall be for a maximum period of one-hundred eighty (180) calendar days. The one-hundred eighty (180) calendar day period need not be consecutive if the employee's absence is directly traceable to a single accident.

ARTICLE XIV  
SUBPOENAED ABSENCE

A regular, permanent, competitive service miscellaneous employee who is called to answer a subpoena as a witness for court appearances during the employee's work hours shall be compensated at his or her regular rate of pay for all hours of absence from work due to answering the subpoena on CITY business provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the City Treasurer. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

ARTICLE XV  
JURY DUTY

An employee summoned to and serving on jury duty shall inform his Department Head and may be absent from duty with full pay. Except for travel expense, the employee shall receive the difference between his full regular pay and the pay received for jury duty.

## ARTICLE XVI

### LEAVE OF ABSENCE WITHOUT PAY

The City Manager may grant a permanent or probationary employee leave of absence without pay for a period not to exceed three months. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at the expiration of the leave shall be cause for discharge. Failure of the employee to report for work more than five consecutive days after his or her leave of absence has ended shall constitute an automatic resignation by the employee as of the date on which the employee was due to return to work.

## ARTICLE XVII

### MILITARY LEAVE OF ABSENCE

All permanent, competitive service employees are entitled to military leave of absence. An employee who has been in the service of the Armed Services of the United States (Army, Navy, Marine Corps or Air Force) for active reserve duty, shall be allowed a paid leave of absence for a period not to exceed thirty (30) days in any calendar year, provided that the period of active reserve duty does not exceed one hundred eighty (180) calendar days. An employee required to perform active duty with such organizations for a period in excess of that for which compensation may be paid hereunder may be granted a leave of absence without pay. CITY service shall not be deemed to be interrupted by such absence. An employee's employment status, with reference to promotion or continuance in office, employment, reappointment to office or re-employment, shall not be prejudiced directly or indirectly by reason of any absence from duty on account of actual service in the military forces of the United States.

ARTICLE XVIII  
CATASTROPHIC LEAVE

All permanent, competitive service employees may receive catastrophic leave donations from other employees (on a voluntary basis) if the employee has a catastrophic medical condition which will require the employee to be on unpaid leave for at least one month. Provided the employee has exhausted all accrued sick leave, vacation, and compensatory time, a written request for donations shall be submitted to the Department Head. The request must be accompanied by a medical statement from the employee's attending physician which verifies the employee's need for an extended medical leave and must include a brief statement of the nature of the illness or injury and an estimated time the employee will be unable to work. Employees who receive donations under this procedure and who exhausted all donated sick leave may request an additional donation period subject to the aforesaid provisions.

ARTICLE XIX  
OVERTIME

Payment for Overtime.

Except for employees exempt from the provisions of the Federal Fair Labor Standards Act, employees shall be compensated for overtime by the payment at the rate of one-and-one-half (1-1/2) times base salary for all hours over forty (40) paid in a seven (7) day work period and at the rate of two (2) times base salary for Sundays and holidays. For the purpose of calculating overtime, hours furloughed shall be considered hours worked.

Scheduled and approved furlough hours, holiday hours, floater holiday hours, vacation hours, compensation hours and personal necessity hours for emergencies and other extenuating circumstances (personal necessity hours are applicable solely to library employees) with the approval of the supervisor shall be considered as "hours worked" for the purpose of calculating overtime. The aforementioned examples regarding pre-scheduled/pre-approved compensation hours which are paid, but not worked will be accounted for as if they were worked for calculating overtime. Some examples of emergencies and extenuating circumstances are a flat tire, plumbing leaks at an employee's place of residence, daycare issues, etc.

Sick hours shall not be not be considered as "hours worked" for the purpose of calculating of overtime.

Any occurrence of an employee not being paid in accordance with the above understanding due to a scheduled furlough day was paid retroactively for the missed overtime pay. The retroactivity for this policy dated back to the ratification of this language which was February 22<sup>nd</sup>, 2012.

#### Compensatory Time.

- A. Subject to the approval of the Department Head or designee, employees may elect to take compensatory time off in lieu of receiving overtime pay. An employee who requests and is approved for compensatory time off in lieu of overtime is entitled to one-and-one-half (1-1 /2) hours of compensatory time off for each hour for which he/she would otherwise be entitled to overtime pay and two (2) times base salary for Sundays and holidays. Compensatory time accumulated may not exceed forty (40) hours at any one time.
  
- B. Compensatory time off must be used in a minimum of one (1) hour increments. Additionally, compensatory time off may be used in combination with vacation time, sick leave, and/or personal necessity. Other leave time (i.e., vacation, sick leave, personal necessity, etc.) cannot be converted to compensatory time.

### ARTICLE XX STANDBY PAY

An employee assigned to standby duty and placed on the standby list during the employee's regular time off shall be compensated in the following manner:

- 1. The equivalent of two (2) hours at the employee's regular rate of pay for Monday through Friday.
- 2. The equivalent of three (3) hours at the employee's regular rate of pay for Saturday, Sunday and holidays.

3. The equivalent of three (3) hours at the employee's regular rate of pay for furlough day or closed Friday of the 9 days/80 hours work schedule.

The designated "weekend" 4 days/10 hours work schedule employee assigned to standby duty and placed on the standby list during the employee's regular time off shall be compensated in the following manner:

1. The equivalent of three (3) hours at the employee's regular rate of pay on Monday, Tuesday and Wednesday verses Saturday and Sunday because Monday, Tuesday and Wednesday are the employee's regularly scheduled "weekend" days off.

Standby pay is not applicable to regular forty (40) hour per week pay. Overtime rate or compensatory time pay starts the moment the employee is called/begins the journey to the yard/job site and stops when the employee leaves the yard or job site. Anytime an employee is called/begins the journey to the yard, the employee is paid at the overtime rate or compensatory time.

## ARTICLE XXI

### HOLIDAYS

The CITY shall recognize the following days as paid holidays for all miscellaneous employees:

#### 2014

Veterans Day	Tuesday	November 11
Thanksgiving	Thursday	November 27
Day After Thanksgiving	Friday	November 28
Christmas Eve	Wednesday	December 24
Christmas	Thursday	December 25
New Year's Eve - 2 hours (1)	Wednesday	December 31

#### 2015

New Years Day	Thursday	January 1
Martin Luther King's Birthday	Monday	January 19
Lincoln's Birthday (2)	Floater	Floater
President's Day	Monday	February 16
Memorial Day	Monday	May 25

Independence Day (3)	Floater	Floater
Labor Day	Monday	September 7
Veterans Day	Wednesday	November 11
Thanksgiving	Thursday	November 26
Day After Thanksgiving	Friday	November 27
Christmas Eve	Thursday	December 24
Christmas	Friday	December 25
New Year's Eve - 2 hours (1)	Thursday	December 31

2016

New Years Day	Friday	January 1
Martin Luther King's Birthday	Monday	January 18
Lincoln's Birthday (2)	Floater	Floater
President's Day	Monday	February 15
Memorial Day	Monday	May 30
Independence Day	Monday	July 4
Labor Day	Monday	September 5

- (1) New Year's Eve 2014 falls on a Wednesday, December 31<sup>st</sup> and New Year's Eve 2015 falls on Thursday, December 31, all City facilities will close 2 hours early, no later than 3:30pm.
- (2) Lincoln's Birthday has been changed to the employee's birthday, which may be used at any time during the fiscal year.
- (3) July 4, 2015 (the legal public holiday for Independence Day), falls on a Saturday; therefore Friday, July 3, is treated as a holiday. However, it falls on an alternate closed Friday and therefore is a designated floater day for fiscal year 2015/16.

ARTICLE XXII

BEREAVEMENT LEAVE

Upon request, regular, permanent competitive service miscellaneous employees shall receive necessary time off with pay, not to exceed three (3) days in any one (1) instance, to attend to a member of their immediate family who has become critically ill to the point where death is imminent, or to arrange for or attend a funeral of a member of their immediate family. However, upon request, should the employee have to travel outside of a 500-mile radius, then the employee shall receive necessary time off with pay, not to exceed (5) days in any (1) instance. For purposes of this section, immediate family shall mean father, father-in-law, mother, mother-in-law, step parent, brother, sister, wife, husband, child, grandparent, grandchild or legal guardian or person that has dependency upon you.

#### ARTICLE XXIII

##### ASSOCIATION MEETINGS

The Association President or designee shall be granted time during normal business hours not to exceed six (6) hours per fiscal year to conduct Association business. The Association President or designee shall provide an accounting of his or her Association business related hours to the Personnel Officer.

#### ARTICLE XXIV

##### BOOT ALLOWANCE

Employees in job classifications who are required to wear safety boots shall be entitled to a reimbursement of up to one-hundred sixty-five (\$165) dollars per fiscal year for the purchase or repair of approved boots. Reimbursement shall be issued upon presentation of a receipt of such purchase/repair. Employees will be responsible for properly maintaining and safekeeping their work boots. Replacement for lost or abused boots will not be made.

#### ARTICLE XXV

##### LAYOFF POLICY

It may be appropriate in certain circumstances for the City to reduce its staff. The CITY shall update the layoff policy to provide greater detail as to the layoff procedures.

#### ARTICLE XXVI

## MISCELLANEOUS PROVISIONS

Automobile Allowance. An employee may claim automobile reimbursement for the use of his/her own private automobile in the course of his/her CITY employment or on CITY business. Such use of a private vehicle shall only be when the CITY vehicle is not available for transportation. Reimbursement at a rate consistent with the Internal Revenue Service standard may be approved for use of private vehicles on CITY business within the CITY or within a radius of sixty (60) miles therefrom.

### Commercial Transportation Allowance.

- A. Allowances for use of commercial transportation shall be based upon scheduled airline coach rates in regard to all out-of-town travel on CITY business.
- B. The use of private vehicles by employees on CITY business on out-of-town CITY trips, within the State, may be approved by the City Manager. If an employee prefers to use his/her private vehicle, he/she may be reimbursed the amount of the cost of commercial transportation only. The flat rate per mile will not apply in such cases.
- C. When air, rail or public transportation is used, expenses necessary for local transportation, such as taxi cab and bus fare, will be allowed whenever such transportation is necessary for the conduct of CITY business after approval by the City Manager.

### Out-of-City Travel. Meetings and Convention Expense.

If, in the judgment of the City Manager, the estimated expenses of the approved contemplated travel, lodging and other related expenses pertinent to said trip are too high and would create a hardship for the officials/employees to finance initially, the City Manager may authorize an advance payment of the estimated amount to the official/employee. Upon return of the official/employee from said trip, he/she shall submit an itemized statement as to his/her actual expenses. Final adjustments shall be made to the favor of the official/employee or the CITY, whichever the case may be. The cost of lodging and meals shall be at a reasonable rate and appropriate to the purpose of the trip.

Miscellaneous Expense. Telephone and telegraph charges incurred while on out-of-city business will be allowed for official calls as approved by the Department Head, Finance Department or City Manager.

#### ARTICLE XXVII

#### AVOIDANCE OF INEQUITIES

Subject to City Council approval, the City Manager may authorize special adjustment to avoid or eliminate inequities resulting from the strict application of any provisions of this Contract.

#### ARTICLE XXVIII

#### NONDISCRIMINATION

No person in the competitive service or applying for a position therein, shall be employed, promoted or discharged, or in any way favored or discriminated against because of political opinions or affiliations or because of race, color, sex, age, ancestry, national origin, handicap or religious belief.

No question posed in any examination, on any application form, or by any appointing power shall be framed so as to attempt to elicit information concerning race, color, sex, age, ancestry, national origin, handicap, political or religious opinions or affiliations of any applicant unless such information is determined by the Personnel Officer to be job related and a requirement for appointment within the guidelines established by the State and Federal Government.

#### ARTICLE XXIX

#### SEVERABILITY

In the event that any provisions of this Memorandum of Understanding are declared invalid by any court of competent jurisdiction, such decision shall not invalidate the entire Memorandum of Understanding, it being the express understanding of the parties hereto that all other provisions are not declared invalid shall remain in full force and effect.

#### ARTICLE XXX

#### EXISTING CONDITIONS OF EMPLOYMENT

Except as provided herein, all other existing terms and conditions of employment affecting the ASSOCIATION and its members shall remain in full force and effect.

ARTICLE XXXI

BILINGUAL PAY

Employees designated by the City Manager shall receive bilingual pay in the amount of \$40 per pay period.

ARTICLE XXXII

CLASS B DRIVER'S LICENSE

Employees designated by the City Manager shall receive pay in the amount of \$50.00 per month for possessing a valid Class B License to operate specified equipment.

ARTICLE XXXIII

APPROVAL

It is the understanding of the CITY and the ASSOCIATION the Memorandum of Agreement has no force or effect whatsoever unless and until signed by the Personnel Officer of the City of Yorba Linda and the principal representatives of the ASSOCIATION and ratified by the City Council.

ARTICLE XXXIV

TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement shall be in effect, commencing October 1, 2014, and ending at midnight on September 30, 2016. IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF YORBA LINDA

YORBA LINDA CHAPTER/OCEA

By [Signature]  
Signature

By [Signature]  
Signature

MARK AARAS  
Printed Name

George P. Subsgiver  
Printed Name

ASST. TO THE CITY MANAGER  
Title

President  
Title

By [Signature]  
Signature

By [Signature]  
Signature

DAVID CHRISTIAN  
Printed Name

JEFF RUTH  
Printed Name

ASST. CITY MANAGER  
Title

Vice President  
Title

By [Signature]  
Signature

By [Signature]  
Signature

MARK POLONE  
Printed Name

Kate Spector  
Printed Name

CITY MANAGER  
Title

Secretary  
Title

By \_\_\_\_\_  
Signature

By [Signature]  
Signature

\_\_\_\_\_  
Printed Name

Charles G. Barfield  
Printed Name

\_\_\_\_\_  
Title

Operations Manager, OCEA  
Title

**EXHIBIT "A"**

Account Clerk

Accounting Technician

Administrative Secretary

Assistant Civil Engineer

Assistant Engineer

Assistant Planner

Associate Planner

Building Inspector

Building Inspector Aide

Building Inspector Supervisor

Building Permit Aide

Building Permit Technician

Business License Technician

Community Preservation Officer

Community Preservation Technician

Custodian

Deputy City Clerk

Engineering Aide

Facilities Maintenance Technician

Grading Inspector

Housing & Redevelopment Specialist

Irrigation Technician

Jr. Civil Engineer  
Landscape Inspector  
Leadworker  
Librarian  
Librarian Assistant  
Library Clerk  
Library Clerk Typist I  
Library Clerk Typist II  
Library Technician  
Library Graphics Specialist  
Library Technology Specialist  
Maintenance Contract Administrator  
Maintenance Worker I  
Maintenance Worker II  
Maintenance Worker I (Equipment)  
Maintenance Worker II (Equipment)  
Management Assistant  
MIS Administrator  
MIS Technician  
Office Assistant I  
Office Assistant II  
Park Maintenance Supervisor

Plan Check Engineer  
Plan Checker  
Planning Aide  
Public Works Inspector  
Recreation Coordinator  
Recreation Supervisor  
Senior Account Clerk  
Senior Building Inspector  
Senior Landscape Inspector  
Senior Librarian  
Senior Librarian Assistant  
Senior Library Clerk  
Senior Library Technician  
Senior Office Assistant  
Senior Public Works Inspector  
Steno Clerk  
Supervising Librarian  
Supervisor, Technical & Circulation Services